

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

BLAKE LIVELY,

Plaintiff,

v.

WAYFARER STUDIOS LLC, JUSTIN  
BALDONI, JAMEY HEATH, STEVE  
SAROWITZ, IT ENDS WITH US MOVIE  
LLC, MELISSA NATHAN, THE AGENCY  
GROUP PR LLC, JENNIFER ABEL, JED  
WALLACE, and STREET RELATIONS  
INC.,

Defendants.

Case No. 1:24-cv-10049-LJL  
(consolidated with 1:25-cv-00449-LJL)

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JENNIFER ABEL,

Third-Party Plaintiff,

v.

JONESWORKS, LLC

Third-Party Defendant.

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WAYFARER STUDIOS LLC, JUSTIN  
BALDONI, JAMEY HEATH, IT ENDS  
WITH US MOVIE LLC, MELISSA  
NATHAN, JENNIFER ABEL, and STEVE  
SAROWITZ,

Consolidated Plaintiffs,

v.

BLAKE LIVELY, RYAN REYNOLDS,  
LESLIE SLOANE, VISION PR, INC., and  
THE NEW YORK TIMES COMPANY

Consolidated Defendants.

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**DECLARATION OF SANFORD L. MICHELMAN IN SUPPORT OF  
NON-PARTY ISABELA FERRER'S OPPOSITION  
TO MOTION FOR LEAVE TO  
SERVE HER BY ALTERNATIVE SERVICE**

I, Sanford L. Michelman, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am an attorney admitted to practice in the State of California, and I am a partner at Michelman & Robinson, LLP, 10880 Wilshire Boulevard, 19th Floor, Los Angeles, California, 90024. I represent Isabela Ferrer, who is not a party to this action.

2. On February 25, 2025, Blake Lively issued a subpoena for the production of documents to Ms. Ferrer ("Lively Subpoena"). A true and correct copy of the Lively Subpoena is attached to this declaration as **Exhibit 1**.

3. Ms. Ferrer has a written contract with It Ends With Us Movie, LLC ("It Ends, LLC") titled Day/Weekly Player Contract for Theatrical Motion Pictures dated as of June 21, 2023 ("Acting Agreement"). Section 12(h) of the Acting Agreement provides in relevant part that It Ends, LLC:

indemnifies and shall keep the Artist fully and effectually indemnified from and against any and all claims, demands, actions, proceedings, costs, damages, liabilities, losses and expenses (including reasonable, outside legal costs) suffered or incurred by the Artists arising (i) out of any material uncured breach, non-performance or non-observance by [It Ends, LLC] of any of the covenants, warranties, representations, undertakings and agreements of [It Ends, LLC] contained or implied in this Agreement, or (ii) arising in connection with the development, production, or exploitation of the Picture and all ancillary rights related thereto.

4. On February 27, 2025, I sent notice, on Ms. Ferrer's behalf, to It Ends, LLC and Wayferer Studios, LLC ("Wayferer") to demand that It Ends, LLC indemnify Ms. Ferrer for all costs and expenses, including her attorneys' fees, that she incurs in connection with her response to the Lively Subpoena. A true and correct copy of my February 27 letter is attached to this declaration as **Exhibit 2**.

5. On or about February 28, 2025, I received a letter from Theresa Troupson, Esq., counsel for It Ends, LLC and Wayferer, responding to my February 27 letter. A true and correct copy of Ms. Troupson's February 28 letter is attached to this declaration as **Exhibit 3**.

6. In March 2025 and thereafter, I continued to negotiate with Mitra Ahouraian, Esq., counsel for It Ends, LLC, over It Ends, LLC's contractual indemnity obligations to Ms. Ferrer. In a letter she sent to me late in the afternoon on Friday, April 11, 2025, Ms. Ahouraian attempted to defend It Ends, LLC's position that it could control Ms. Ferrer's response to the Lively Subpoena or dictate her counsel with citation to a case that does not exist. The research we conducted at my firm indicated that the citation was likely to have been an AI hallucinated citation. After receiving the letter, I asked Ms. Ahouraian on at least seven occasions, some verbal and some in written correspondence, to provide me with a copy of the cited case. She never did.

7. My negotiations with Ms. Ahouraian dragged through April and May 2025. During that timeframe, I or others from my firm working at my direction, asked for and received extensions of time from Lively's counsel to respond to the Lively Subpoena.

8. On or about May 27, 2025, Ms. Ferrer and It Ends, LLC finally entered into a written contract ("Submission Agreement") that set forth a process for Ms. Ferrer to submit her attorney invoices to a neutral, retired judge at JAMS to determine whether the services and fees billed are subject to indemnification under the Acting Agreement.

9. Even with the Submission Agreement in place, It Ends, LLC delayed in completing the necessary engagement agreement with JAMS and made additional demands on Ms. Ferrer.

10. On July 14, 2025, while working to finalize and submit the JAMS engagement agreement, Ms. Ahouraian sent me an email demanding that I accept service of subpoena issued by Justin Baldoni and others ("Baldoni Subpoena") on Ms. Ferrer's behalf. A true and correct copy of Ms. Ahouraian's July 14 email is attached to this declaration as **Exhibit 4**.

11. On August 7, 2025, after my firm submitted a partially executed copy of the JAMS engagement agreement to JAMS, Ms. Ahouraian sent me and my partner, Jon-Jamison Hill, emails demanding that we accept service of the Baldoni Subpoena. A true and correct copy of the email exchanges with Ms. Ahouraian on August 7, 2025 are attached to this declaration as **Exhibit 5**.

12. On August 13, 2025, Ms. Ahouraian finally countersigned the JAMS engagement agreement and submitted it to JAMS.

13. Attached to this declaration as **Exhibit 6** is a copy of an article published by *Us Weekly* on August 13, 2025, titled “Justin Baldoni Demands Blake Lively’s Texts With ‘It Ends With Us’ Costar Isabela Ferrer (Exclusive)”.

14. Attached to this declaration as **Exhibit 7** are copies of direct messages that Ms. Ferrer received on her social media account following the filing of the Motion for Leave to Serve Third Party Isabela Ferrer by Alternative Service (“Motion”). The messages have been partially redacted to protect privacy.

15. Attached to this declaration as **Exhibit 8** is a printout from Reddit listing posts that were posted under the topic heading “WF Party attorney request alternative service to Isabella Ferrer, declining to redact her personal addresses”.

16. Attached to this declaration as **Exhibit 9** is a printout from Reddit listing posts that were posted under the topic heading “Why is Isabela hiding?”.

17. A Tik Tok video post discussing the Motion and the residential addresses identified in the moving papers can be viewed at the following URL:

<https://www.tiktok.com/@katierosepope/video/7537804787446729997?lang=en>

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: August 17, 2025



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*Specially Appearing for Non-Party  
Isabela Ferrer*